

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM613012

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SUGARCRM INC.		12/07/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.		
Street Address:	2001 Ross Avenue, Suite 2800		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5954451	W W-SYSTEMS	
Registration Number:	3828217	SALESFUSION	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	erobinson@huntonak.com		
Correspondent Name:	Erika Robinson		
Address Line 1:	600 Peachtree Street NE, Suite 4100		
Address Line 2:	c/o Hunton Andrews Kurth LLP		
Address Line 4:	Atlanta, GEORGIA 30308		
NAME OF SUBMITTER:	Erika Robinson		
SIGNATURE:	/ErikaRobinson/		
DATE SIGNED:	12/08/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 7, 2020 (this “**Agreement**”), is made and entered into by and between **SUGARCRM INC.**, a Delaware corporation (“**Grantor**”), to and for the benefit of **GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.** (“**GSSLG**”), as Collateral Agent under the Credit Agreement described below.

RECITALS:

WHEREAS, reference is hereby made to (i) that certain Credit and Guaranty Agreement, dated as of July 31, 2018, by and among Grantor, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time, and GSSLG, as Administrative Agent, Collateral Agent and Lead Arranger (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), and (ii) the Pledge and Security Agreement (as defined in the Credit Agreement); and

WHEREAS, pursuant to the terms of the Pledge and Security Agreement, Grantor is required to execute and deliver this Agreement to Collateral Agent, for the benefit of the Secured Parties.

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees with Collateral Agent as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement or the Pledge and Security Agreement, as applicable.

2. Grant of Security Interest in Trademark Collateral. To secure the prompt and complete repayment and performance of the Obligations under the Credit Agreement and the other Credit Documents, Grantor hereby grants to Collateral Agent, on behalf of the Secured Parties, a continuing First Priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”): (a) all of its Trademarks to which it is a party, including, without limitation, those U.S. Trademarks referred to on Schedule 1 hereto; (b) all renewals of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and (d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark and (ii) injury to the goodwill associated with any Trademark.

3. Pledge and Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and the other Secured Parties, pursuant to the Pledge and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Authorization to Supplement. Grantor hereby authorizes Collateral Agent unilaterally to modify this Agreement by amending Schedule 1 hereto to include any future United States registered Trademarks or applications therefor of Grantor, which become Trademarks under the Pledge and Security Agreement. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 hereto shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule 1 hereto.

5. Counterparts. This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

6. APPLICABLE LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) THEREOF.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized representative as of the date first set forth above.

GRANTOR:

SUGARCRM INC.

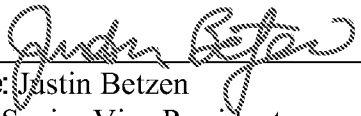
By: 

Name: Craig Charlton

Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY
COLLATERAL AGENT:

GOLDMAN SACHS SPECIALTY LENDING
GROUP, L.P.

By: 
Name: Justin Betzen
Title: Senior Vice President

SCHEDULE 1
TO TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS

TRADEMARK/SERVICE MARK	REGISTRATION NO.	REGISTRATION DATE
W-SYSTEMS	5,954,451	January 7, 2020
SalesFUSION	3,828,217	August 3, 2010